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THIS AGREEMENT made this 26 day of April, 1978, by and between the City of Orange, New Jersey (hereinafter referred to as the City) and Essex Council No. 1, New Jersey Civil Service Association (hereinafter referred to as the Association).

W I T N E S S E T H T H A T:

WHEREAS, the parties have carried on collective negotiations regarding wages, hours of work and other terms and conditions of employment for certain employees of the City, and

WHEREAS, the parties desire to embody the results of the collective negotiations in a written agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows;

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section A. The City hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment and with respect to all regular full-time personnel of the City of Orange with the exception of managerial executives, professional employees, policemen and firemen, and specifically according to "Schedule A" attached hereto.

Section B. When new titles or classifications of employees are created, the Association shall forthwith be notified in writing by the City of the creation of any such new titles and classifications.

Section C. This agreement shall be effective from January 1, 1978, up to and including December 31, 1980, except that the wage benefit referred to in Article XI shall be retroactive to January 1, 1977.

Section D. This agreement shall be applicable to all employees in the unit represented by the Association, as set forth herein.

ARTICLE II

MAINTENANCE OF BENEFITS

Except as changed by this Agreement, the employee benefits, which are in effect at the commencement of this Agreement (January 1, 1978) shall not be changed during the term of this Agreement. Benefits are specified as follows:

1. All benefits set forth in City Ordinances or Resolutions.
2. Longevity.
3. Insurance.
4. Health Benefits.
5. Leave of Absence.
6. Vacation selection policy subject to seniority within the work unit and Department Director's approval.
7. Bereavement leave: 3 days leave with pay for death in immediate family. This includes Mother, Father, spouse, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, or members of immediate household.

ARTICLE III

GRIEVANCE PROCEDURE

Section A. A grievance shall be any complaint of an employee or the Association with respect to wages, hours of work and other conditions of employment, or with respect to the application of the terms and provisions of this Agreement.

Section B. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration or to represent an employee before the Department of Civil Service. The Association's decision to request the movement of any grievance at any step or to initiate or to terminate a grievance at any step except Step 1 shall be final as to the interest of the grievant and the Association.

Section C. Should there be any grievance by the employee or the Association, as defined in Section A, the following grievance procedure may be used by the employee or the Association:

Step 1. The Association or employee shall present the grievance in writing to the Department Director. The Director shall meet with the grievant and discuss the grievance for the purpose of trying to resolve the matter informally. The Director shall notify the Association in writing of the date and time of such

meeting and discussion and one Association representative and the grievant shall have, at their discretion, the right to attend and participate in the meeting and discussion. Within five days of the presentation of this grievance, a written response regarding the grievance shall be given by the Director to the employee and the Association.

Step 2. If the grievance is not resolved to the satisfaction of the Association at Step 1, the grievance may, if the Association believes there is merit to it, be presented in writing by the Association to the Mayor and Business Administrator. The employee may process his own grievance at Step 2 provided that the Association consents and, as an interested party, is notified by the employee and the City of the grievance and of any meetings or hearings regarding the grievance. The Association may have no more than two (2) representatives present at any and all such meetings or hearings. The Mayor and/or Business Administrator shall give the Association and the grievant a final written decision on the grievance within thirty (30) days after the receipt of it by him. If no such written decision is rendered within the time in question, the relief sought by the employee or the Association shall be deemed granted.

Section D. The same procedure shall be followed for group grievances and Association grievances as provided for individual grievances. However, the Association may submit a grievance, at its discretion, directly at Step 2 as the initial step.

ARTICLE IV

ARBITRATION

Section A. If a grievance is not settled under Article III, such grievance may, at the request of the Association, be referred to the New Jersey Public Employment Relations Commission for the selection of an arbitrator according to its rules. The Association may, at its discretion, determine those grievances which it will submit to arbitration.

Section B. The decision of the Arbitrator shall be final and binding upon the parties. The expense of the arbitrator shall be shared equally by the parties.

Section C. All submissions to arbitration must be made within forty-five (45) days following submission of the grievance to the Mayor and Business Administrator pursuant to Step 2 of the grievance procedure.

Section D. The arbitrator appointed under the above procedure shall render his decision within sixty (60) days after hearing the matter.

ARTICLE V

TIME OFF FOR GRIEVANCE HEARINGS

Section A. The City shall permit the Association representative (not to exceed one hour per day) to conduct the business of the Grievance Committee, which consists of conferring with employees and the City on grievances and related matters in accordance with the grievance procedure set forth herein, during the duty hours of said representative, without loss of pay. Employees who are the subject of the grievance and witnesses, shall be permitted to confer with such representative during duty hours, without loss of pay. The conference time provided for shall not be in excess of one hour.

Section B. All grievance hearings, conferences and meetings shall take place at the mutual convenience of the Association and City. If said meeting is during regular work hours, Association representatives, employees and witnesses shall be granted time off with pay for the purpose of attending such meetings.

Section C. An Association representative or the grievant have the right to examine or cross-examine the witnesses or parties who appear at any Step of the grievance procedure.

Section D. The employer shall permit members of the Association Negotiating Committee to attend collective negotiations during the duty hours of said members, without loss of pay up to a limit of five (5) employees per meeting.

Section E. The Employer shall permit two (2) members of the Association to conduct Association business relating to the Administration of the terms of this Agreement and other related Association business during duty hours, not to exceed five person hours per week.

ARTICLE VI

HEALTH AND SAFETY

Section A. The City shall furnish a place of employment which shall be reasonably safe and healthful for employees. The City shall install, maintain and use such employee protective devices and safeguards, including methods of sanitation and hygiene, and where a substantial risk of physical injury is inherent in the nature of a specific work operation, shall also with respect to such work operation establish and improve such work methods as are reasonably necessary to protect the life, safety and health of the employee with due regard for the nature of the work required. Employees not using safety equipment as provided shall be subject to disciplinary action, after reasonable notice of requirement.

Section B. As required by law, the City shall comply with the provisions of the Worker Health and Safety Act of the State of New Jersey and regulations promulgated thereunder and with provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and regulations promulgated thereunder and shall comply with the provisions of this paragraph in connection with health and safety of employees. There shall be safety devices as required herein, and under the foregoing laws and regulations for the protection of employees.

Section C. Employees shall not be required to work where conditions exist which violate the provisions of this paragraph or violate health or safety laws, rules or regulations, except where the City is making reasonable attempts to alleviate such violations as may exist. Employee complaints of unsafe, unhealthful conditions shall be promptly investigated by the City. Corrective action shall be taken at the earliest time possible.

ARTICLE VII

DISCRIMINATION AND COERCION

There shall be no discrimination or coercion by the City against the employees because of race, color, creed or national origin.

ARTICLE VIII

Nothing contained herein shall limit or affect the rights and benefits of employees under Civil Service Law, rules and regulations or other laws, rules or regulations except to the extent that greater benefits are provided herein than are provided for under said laws, rules and regulations. Employees may, at their option, pursue remedies which are available pursuant to Civil Service Laws, rules or regulations or other laws, rules or regulations.

ARTICLE IX

ASSOCIATION SECURITY

Insofar as is permitted by law, the City agrees to deduct from the pay of all employees initiation fees, dues and assessments. Initiation fees, dues and assessments so deducted shall be paid over to the properly designated Association official at least monthly on a regular recurring basis.

ARTICLE X

Section A. The Employer shall permit the Association reasonable use of all bulletin boards located in the City premises for posting notices concerning Association business. The space provided on each bulletin board will minimally approximate 30 x 30 inches or an equivalent. The Association shall, during working hours, and at no loss of pay, be permitted to place and remove Association material on such bulletin boards.

Section B. Upon prior approval of Business Administrator or Personnel Officer, Association representatives who are not employees of the City shall be permitted during working hours to enter the premises of the City for the purpose of conducting Association activity provided such activity does not unreasonably interfere with the performance of the affairs of the City.

Section C. Where space is available, the City shall make available to the Association during lunch hours, breaks or other off duty hours, meeting places at which the Association may conduct meetings of employees, subject to reasonable notice to and approval of the Director of Public Works or other designated official.

ARTICLE XI

WAGES

Section A. All employees covered by this Agreement shall receive an across-the-board wage increase retroactive to January 1, 1977, for the period commencing January 1, 1977 of \$250 on base pay.

Section B. All employees covered by this Agreement shall receive an across-the-board wage increase retroactive to January 1, 1978, for the period commencing January 1, 1978 of \$500 on base pay. Accordingly, since no payment has been made to increase the wages of these employees during 1977, their 1978 base pay will be increased by \$250 retroactive to January 1, 1977 and an additional \$500 retroactive to January 1, 1978. By way of example, an employee with a base pay of \$10,000 on December 31, 1976 will be receiving effective January 1, 1977, base pay of \$10,250 and effective January 1, 1978, base pay of \$10,750.

Section C. The foregoing and the following across-the-board increases shall be paid in addition to any other payments which are ordinarily received by employees covered by this Agreement such as longevity, overtime, etc., which shall be appropriately adjusted. The existing pay raise within the salary schedule shall be maintained, provided however, that raises at each step of the way shall each be increased by the amount of each annual increase at the same time as the effective date of such increase.

Each employee covered by this Agreement shall receive a cost of living increase based on the Bureau of Labor Statistics, Consumer Price Index (C.P.I.) (1967 = 100) for New York Northeastern New Jersey Region Area using the revised C.P.I. for urban wage earners and clerical workers effective January 1978 as follows:

1. Effective January 1, 1979 base pay shall be increased across-the-board by the percentage increase in the index figure for January 1979 over January 1978.

2. Effective January 1, 1980 base pay shall be increased across-the-board by the percentage increase in the index figure for October 1979 over October 1978, but in no event less than 5½%.

3. Every effort shall be made to make payment of the increase due on January 1, 1979 and on January 1, 1980, commencing with the first pay period of those years.

ARTICLE XII

VACATIONS

Vacations are cumulative, if not taken, for a period of two years unless a greater accumulation is authorized by the Mayor, and shall be as follows effective January 1, 1978:

One (1) working day of vacation for each month of employment during the first calendar year of employment. (The first calendar year is considered a full year of employment even if only a partial year is worked.)

After one (1) year and up to six (6) years of service, twelve (12) working days vacation;

After six (6) years and up to twelve (12) years of service, fifteen (15) working days vacation;

After twelve (12) years and up to eighteen (18) years of service, eighteen (18) working days vacation;

After nineteen (19) years and up to twenty-four (24) years of service, twenty (20) working days vacation;

After twenty-four (24) years of service, twenty-two (22) working days vacation.

ARTICLE XIII

HOLIDAYS

The days hereinafter listed shall be considered legal holidays:

New Year's Day
Lincoln's Birthday
Martin Luther King's Birthday
Washington's Birthday
Good Friday

Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day - November
Veteran's Day
Thanksgiving Day and Friday after Thanksgiving
Christmas Day

If a holiday falls on a Saturday, it shall be observed on the Friday before.

If a holiday falls on a Sunday, it shall be observed on the Monday following.

ARTICLE XIV

AGENCY SHOP

Should legislation in New Jersey be enacted making agency shop clauses or similar provisions legal or permissible, then the benefits or provisions of such legislation shall forthwith be implemented and incorporated in this Agreement to the full extent permitted by such legislation; for instance, if non-members of the exclusive representative are authorized or permitted or required by such legislation to pay a sum equal to dues or to pay a similar sum to the exclusive representative by payroll deduction or otherwise, then such payment shall be required by this Agreement and shall be made to the fullest extent permitted by such legislation. In addition, dues deduction from payroll for any employee in this unit shall be limited to deductions for the exclusive representative, Essex Council #1, N.J.C.S.A.

ARTICLE XV

LEGAL DEFENSE

Whenever an employee is a defendant in any action or legal proceedings arising out of the performance of his duties, the City shall provide such employee with necessary means for the defense of such action or proceeding. This does not apply to ultra-vires acts.

ARTICLE XVI

SUBCONTRACTING OF WORK

The City shall not subcontract work normally performed by employees covered by this Agreement if such action shall result in layoffs.

ARTICLE XVII

WORKING HOURS AND TIMES

The hours of work, days of work and times of work, as they exist at the date of execution of this Agreement, shall not be changed during the term of this Agreement, except by Agreement of the parties.

ARTICLE XVIII

SICK LEAVE

Sick leave shall be used and accumulated as in the past. Upon retirement each employee shall be paid for unused sick leave at the rate of pay at the time of such retirement to a maximum of 100% for up to 120 working days of unused sick leave and 20% of all unused sick leave over 120 days.

ARTICLE XIX

CLOTHING AND UNIFORMS

Clothing maintenance and uniform payment will continue, as in the past, and all clothing and uniforms provided in the past shall continue to be made with the following additions; in Public Works there shall be separate uniforms of good quality for summer and winter including three (3) summer shirts and one (1) winter jacket.

ARTICLE XX

PERSONAL DAYS

All employees shall receive three (3) personal days. Once slip is approved, it cannot be revoked unless there exists a general emergency. Twenty-four (24) hour notice is required except for cases involving an extreme emergency. Request for personal days shall be no more than three (3) weeks in advance. When request is given in advance, answer will be given 48 hours after request is submitted. Personal days shall not be cumulative.

ARTICLE XXI

OVERTIME

Overtime shall be equalized by division, title and demonstrated competence. Affected departments shall keep and post overtime list.

ARTICLE XXII

STAND-BY TIME

Existing policies of having one employee accountable to "stand by" each week for several divisions of Public Works shall continue, provided, however, that each such employee shall receive cash for such stand-by time (8 hours per week of stand-by and the time shall be rotated pursuant to a fair system.

ARTICLE XXIII

MILEAGE

Authorized employees who use their own motor vehicle shall receive a flat rate of \$50 monthly. For other than use within the City of Orange, employees shall receive in addition, mileage of 17 cents per mile, to be increased to rates paid to U.S. Civil Service employees.

ARTICLE XXIV

EMERGENCY CALL IN TIME

An employee who is called in for overtime after or before his regularly scheduled working hours shall be guaranteed a minimum of two hours of compensation at overtime rates whether or not the two hours are worked, payable, however, no more than once in every calendar 24 hour period.

ARTICLE XXV

OUT OF TITLE WORK

Employees shall not work out of title except in emergencies and then not for periods in excess of 30 days per year, provided that employees working out of title shall receive the higher pay for a higher title, after such 30 days of continuous out of title work.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall

continue in full force and effect.

ARTICLE XXVII

FULLY-BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations leading to this contract.

ARTICLE XXVIII

PRINTING

The City shall provide the Association with twenty (20) copies of this Agreement.

ARTICLE XXIX

MISCELLANEOUS

Employees at all times shall have reasonable access to their personnel files, subject to the provisions of law, and also subject to the condition that no files may be removed without supervisory consent.

IN WITNESS WHEREOF, the City and the Association have caused this Agreement to be signed by their duly authorized representative this day of April, 1978.

CITY OF ORANGE

ESSEX COUNCIL #1, N.J.C.S.A.

BY: 

CARMINE E. CAPONE, MAYOR

BY: 

LOUIS JOHNSON

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF ORANGE
AND ESSEX COUNCIL NO. 1, NEW JERSEY CIVIL SERVICE
ASSOCIATION, FOR EMPLOYEES IN THE CITY OF ORANGE
HOLDING THE TITLE OF SCHOOL CROSSING GUARDS

1. The main Agreement and any Memorandum of Understanding between the parties, shall be applicable to School Crossing Guards except as modified herein.
2. Article XI regarding wages is modified so that effective January 1, 1978, the hourly pay for School Crossing Guards shall be increased as follows:

Base pay of \$4.00 per hour after 3 years of service.
\$3.75 per hour after 2 years of service.
\$3.50 per hour after one year of service.
\$3.25 per hour during the first year of service.

Section C regarding increases and regarding payments due effective January 1, 1979 and January 1, 1980, shall be applicable to School Crossing Guards.

3. In lieu of Article XII (Vacations) and Article XIII (Holidays), holiday pay shall continue to be made as in the past except for increases related to increased hourly rates provided, however, that effective January 1, 1978, holiday pay shall be increased to pay for nine (9) days per calendar year and effective January 1, 1979, to ten (10) days per calendar year and effective January 1, 1980, to eleven (11) days per calendar year.
4. Uniforms shall be provided as in the past and the uniform allowance shall be paid as in the past, except that the uniform allowance shall be increased to \$100 effective January 1, 1978.
5. Sick Leave shall be provided as in the past except that it shall be cumulative retroactive to commencement of employment and shall be increased to nine (9) days per calendar year effective January 1, 1978.
6. Time off for death in the family shall be provided to the same extent that it is provided to other municipal employees.

7. A "day" for purposes of calculation of benefits for School Crossing Guards shall be as in the past.

CITY OF ORANGE

WITNESS:

John Lee 7 is

BY Carmin E. Capone
Carmin E. Capone, Mayor

ESSEX COUNCIL NO. 1, NEW JERSEY
CIVIL SERVICE ASSOCIATION

WITNESS:

Isidore M. Paulino

BY Louis Johnson
Louis Johnson

ADDENDUM TO AGREEMENT

DENTAL BENEFITS

The City will provide a Dental Plan effective July 1, 1979 in which a schedule of benefits will be defined.

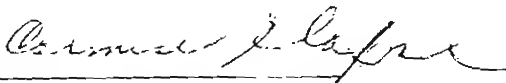
MEMORANDUM OF UNDERSTANDING

If during the term of this Agreement any employee group including but not limited to patrolmen or police, and/or police superior officers, and/or firefighters and/or firefighters superior officers, shall receive a fringe benefit such as dental, optical, drugs, improved health benefits, etc., then the same benefit shall be received at the same time by the employees covered by this Agreement.

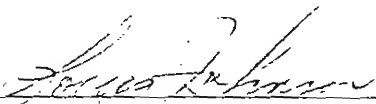
CITY OF ORANGE

ESSEX COUNCIL #1, N.J.C.S.A.

BY:


CARMINE E. CAPONE, MAYOR

BY:


LOUIS JOHNSON

SCHEDULE A

EXCLUDED TITLES

1. Department Directors:

Director of Finance
Director of Public Works
Director of Recreation
Director of Health and Welfare
Director of City Clerk
Director of Administration
Director of Buildings and Property

2. Divisional Heads:

Personnel Director
Director of Economic Development
Director of Planning
Chief Building Inspector
Chief Sanitary Inspector
Welfare Director
Public Works Superintendent
Parks/Public Property Superintendent
Comptroller
Assessor
Treasurer
Secretary to Business Administrator
Secretary to Mayor
Director of Information and Complaints

3. Elected Officials